

LEHI PHOTO CONTEST 2016 AGREEMENT

This *Lehi Photo Contest Agreement* (hereinafter, "Agreement") is entered into by and between Lehi City (hereinafter, "City") and _____ (hereinafter, "Applicant"). This Agreement shall be binding and effective as of the date Applicant signs this Agreement.

1. Entry Rules. The City is hosting a photograph contest (hereinafter, "Lehi Photo Contest 2016"), whereby Lehi residents can take photos of life, landscape, and landmarks in in the community. The following rules shall apply to any photograph submitted for consideration:

a. Only Lehi City residents may submit photographs for consideration. Applicant may be of any age and any skill level. However, employees, vendors, media partners, and advertising agencies are not eligible to submit photographs for consideration.

b. Each photograph must be accompanied by a fully-completed Lehi Photo Contest 2016 Agreement. However, in the event that the Applicant is younger than 18 years old, an Applicant's parent or legal guardian (acting in such representative capacity) must sign this Agreement on behalf of the Applicant. The Applicant must be the actual photographer of any photograph submitted. If more than one person is responsible for a submitted photograph, each responsible individual must provide a completed Lehi Photo Contest 2016 Agreement.

c. Applicant may submit his or her photograph(s) via e-mail to communications@lehi-ut.gov. There is no limit to the number of photographs submitted by Applicant.

d. All submission must be in ".jpg" format, and must be at least 8 mb (3264X2448) in size. Furthermore, all photographs must be taken within the geographical boundaries of Lehi City, and must depict something that is located within the same geographical boundaries. All photographs should be "family friendly" (i.e., appropriate for viewers of any age).

e. All photographs and corresponding agreements must be submitted in a timely manner so that the City receives said photographs and agreements on or before April 30th, 2016. Any photographs not received by the City prior to this deadline shall be disqualified from judging in the Lehi Photo Contest 2016. Any photograph received by the City, but not accompanied by a corresponding agreement, shall likewise be disqualified.

2. Categories. All photographs submitted for consideration in the Lehi Photo Contest 2016 must depict something that generally fits within one of the following categories:

- a. Lehi Life.
- b. Lehi Scenery.
- c. Lehi Architecture.

3. Judging and Awards. The following criteria will be used in judging the timely submissions received by the City, and in awarding prizes to the successful applicants. The Applicant agrees to the following criteria:

a. The City, in its sole discretion, shall select individuals to judge the photographs submitted (hereinafter, "Judges").

b. The City, in its sole discretion, shall categorize each photograph based upon the categories set forth in Section 2, above.

c. The City shall instruct the Judges to analyze each photograph based upon the following:

i. 40% based upon how well the photograph relates to one of the categories set forth in Section 2, above.

ii. 30% based upon creativity.

iii. 30% based upon originality.

d. Based upon the foregoing criteria, and in the Judges' sole discretion, the Judges will choose a winning photograph for each of the categories set forth in Section 2, above. The applicant(s) who submitted the winning photographs will each receive \$100 for First place in each category and \$200 for the Grand prize.

e. Each photograph timely submitted for consideration to the Lehi Photo Contest 2016 will also be posted on the City's Facebook page beginning May 2, 2016, for a period of one week (May 9, 2016), during which time the City's Facebook fans may vote on their favorite picture. Lehi City residents can also vote for their favorite photograph at City Hall within the same time period. The photograph receiving the most votes will be awarded the Public's Choice award, for which the corresponding applicant will receive \$100 for First place.

f. Winners will be announced May 16, 2016. All prizes awarded must be claimed by the successful applicants no later than June 18, 2016. Any prize not claimed by this date will be forfeited. The successful applicants will be responsible for any tax liabilities incurred as a result of receiving a prize.

g. All decisions, whether rendered by the Judges or made by residents and Facebook fans, shall be final.

4. Miscellaneous. The following terms and conditions shall also apply to this Agreement:

a. By submitting a photograph to the Lehi Photo Contest 2016, Applicant understands and agrees that any such photograph becomes the sole property of the City. Consequently, the City may use any photograph submitted, whether timely or not, for the City's own purposes, including (but not limited to) marketing campaigns, social media sites, websites, and official documents and publications, and may make any edits to said photographs or combine said photographs with other images and media, which the City, in its sole discretion, chooses to make. However, the City will not edit any photograph until after the Judging and voting contemplated by Section 3, above, is complete.

b. Applicant represents and warrants that any photograph submitted to the Lehi Photo Contest by Applicant is the original products of the Applicant, and does not violate any intellectual property rights, or any other rights of any kind enjoyed by any individual or entity, nor do any of Applicant's submissions feature artwork or intellectual property created or owned by another individual or entity.

c. Applicant must obtain a written waiver of any image rights, intellectual property rights, or any other rights of a person or object depicted in a submitted photograph. In addition to the waiver required by this Section 4.c., Applicant must also obtain a royalty-free, worldwide, perpetual, non-exclusive license from said person (or owner of the object) to publicly display, distribute, reproduce, and create derivative works which include that person or object at no cost to the City. A copy of said waiver and license must accompany this Agreement.

d. Applicant agrees to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

e. Applicant agrees to indemnify, defend, and hold harmless the City against all claims, damages, lawsuits, losses, liabilities, liens, costs, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from the submission of Applicant's submitted photographs.

f. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

g. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

h. THIS IS A LEGALLY BINDING AGREEMENT. APPLICANT HAS READ THE ENTIRE AGREEMENT, UNDERSTANDS ITS CONTENTS, AND AGREES TO BE BOUND THEREBY.

Dated this _____ day of _____, 201____.

(signature)

(printed name)

(address)

(e-mail)

(telephone)